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DANIEL ALWAY

FILED
Superior Court of California
County of Los Angeles

AUG 31 2018

Sherri R. Carter, Executive Officer/Clerk of Court

By Kristina Vargas Deputy
Kristina Vargas

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CIT/CASE: BC720250
LEAD/DEF#:

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DANIEL ALWAY,

Plaintiff,

vs.

CHASE METALS, LLC, a California
foreign limited liability company; CHASE
METALS INC., a California foreign
corporation; LUCAS ASHER; GRAHAM
NORRIS; SIMON BATASHVILI; and
DOES 1 through 25, Inclusive,

Defendants.

CASE NO.

BC 720250

[Unlimited Civil Jurisdiction]

COMPLAINT FOR DAMAGES

1. BREACH OF WRITTEN CONTRACT
2. BREACH OF ORAL CONTRACT
3. BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING
4. FRAUD (INTENTIONAL
MISREPRESENTATION)
5. FRAUD (NEGLIGENT
MISREPRESENTATION)
6. CONVERSION
7. ACCOUNTING
8. VIOLATION OF LABOR CODE
SECTION 226(a)
9. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200
10. VIOLATION OF LABOR CODE §201
AND FOR PENALTIES UNDER
LABOR CODE §203

Plaintiff DANIEL ALWAY alleges:

INTRODUCTION

1. In early 2017, DANIEL ALWAY ("Plaintiff") was solicited by Defendants
CHASE METALS, LLC, CHASE METALS INC., LUCAS ASHER, GRAHAM NORRIS,
SIMON BATASHVILI and/or DOES 1 through 5 (collectively "EMPLOYER" or

1 “Defendants”) for a position as EMPLOYER’s Vice President of Sales (the “Offer”).

2 2. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
3 herein, Defendants LUCAS ASHER (“ASHER”), GRAHAM NORRIS (“NORRIS”), SIMON
4 BATASHVILI (“BATASHVILI”) were each the owners, operators, managers, employees,
5 agents, supervisors, servants, partners, members, shareholders, officers, directors, co-
6 conspirators, and/or alter ego of Defendants CHASE METALS, LLC and/or CHASE
7 METALS INC.

8 3. At the time of the Offer, Plaintiff had a lucrative career with Wyndham Hotels &
9 Resorts.

10 4. During the negotiation process, Defendants ASHER, NORRIS and BATASHVILI
11 (collectively the “Principals”) made material representations to Plaintiff in order to induce him
12 to accept the Offer of employment with CHASE METALS, LLC and/or CHASE METALS
13 INC. (collectively the “Company”). Specifically, but not exhaustively, Plaintiff was promised
14 and told that:

- 15 a. He would make millions of dollars during his tenure with the company; and
16 b. The company was sufficiently capitalized to fund its growth and meet its
17 obligations.

18 5. After months of negotiation, and in reliance on Defendants’ representations,
19 Plaintiff turned down counteroffers from Wyndham Hotels & Resorts, accepted the Offer, and
20 left his long-term employment.

21 6. On or about July 1, 2017, Plaintiff began his employment as the Company’s Vice
22 President of Sales (the “Position”). The specific terms of the Offer and the Position were
23 memorialized in a written agreement between Plaintiff and Defendant LLC, the *Chase Metals*
24 *Contractor Agreement* (the “Contractor Agreement”), and were verbally ratified and
25 confirmed by EMPLOYER (the “Oral Contract”) both prior to and during Plaintiff’s
26 employment.

27 7. At all times mentioned herein, Plaintiff was a non-exempt employee.

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1 8. Pursuant to the Contractor Agreement and the Oral Contract (collectively the
2 "Employment Agreement") Plaintiff was to be compensated with a \$300,000 annual salary
3 plus Incentive Compensation as follows:

- 4 a. "\$500,000 for achievement of \$50,000,000 in gross sales revenue
5 b. \$750,000 for achievement of \$75,000,000 in gross sales revenue
6 c. \$1,000,000 for achievement of \$1,000,000,000 in gross sales revenue"

7 9. The Employment Agreement also provided that "*Incentive Compensation shall be*
8 *payable at the end of each quarter following the quarter in which the applicable sales revenue*
9 *targets are met . . .*"

10 10. Plaintiff received \$200,000 in merit bonuses and/or Incentive Compensation
11 throughout the year. However, Plaintiff was unable to determine the underlying basis for his
12 pay, including the merit bonus and/or Incentive Compensation calculations, because, in
13 violation of California law, EMPLOYER failed to itemize Plaintiff's earnings on his paycheck
14 stubs and failed to provide any basis whatsoever for the bonus amounts being paid.

15 11. Despite Plaintiff's repeated requests for monthly gross sales numbers, he was
16 never given an accounting of the gross sales revenue of the Company upon which his
17 Incentive Compensation was based.

18 12. As it turned out, Defendants' representations to Plaintiff about the financial
19 opportunity that the Position represented, and the Company's financial wherewithal to meet
20 EMPLOYER's obligations under the Employment Agreement, were false. Without
21 limitation, the true facts were that:

- 22 a. EMPLOYER could not afford Plaintiff's salary and Incentive Compensation;
23 and
24 b. Plaintiff did not earn millions of dollars, and did not receive his promised
25 Incentive Compensation.

26 13. On or about July 9, 2018, EMPLOYER told Plaintiff that his employment was
27 being terminated because the Company could not afford him (the "Termination").

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1 14. Plaintiff is informed, believes, and thereon alleges that, at the time that the pre-
2 employment representations and promises were made to Plaintiff during negotiation of the
3 Offer, and later confirmed in the Employment Agreement, neither EMPLOYER nor the
4 Principals themselves believed them to be true. Plaintiff is informed, believes, and thereon
5 alleges that, to the contrary, Defendants' lies were carefully constructed to induce Plaintiff to
6 quit his job and accept the Offer to work for the Company.

7 15. At the time of the Termination, Defendant BATASHVILI told Plaintiff, in the
8 presence of Defendant ASHER, that the Company had grossed in excess of \$58M. On that
9 basis, and assuming that number is accurate, Plaintiff should have been paid Incentive
10 Compensation of \$500,000.

11 16. At the time of the Termination, EMPLOYER failed to pay Plaintiff for any of
12 Plaintiff's wages in arrears, including without limitation the Incentive Compensation, in
13 breach of the specific terms of the Employment Agreement.

14 17. Defendants' failure to pay Plaintiff's wages as promised is a violation of the
15 California Labor Code.

16 18. When Plaintiff asked Defendant BATASHVILI about the unpaid Incentive
17 Compensation, BATASHVILI replied that the base salary of \$300,000 was an offset against
18 the Incentive Compensation, and that Plaintiff had been paid a total of \$500,000. However,
19 the parties did not agree that there would be any offsets.

20 19. Plaintiff is informed, believes, and thereon alleges that he is owed a minimum of
21 \$300,000 under the plain language of the Contractor Agreement and pursuant to the Oral
22 Contract.

23 20. In early 2018, EMPLOYER began to pay Plaintiff partially as an employee, but
24 continued to pay the majority of his compensation as an independent contractor. Throughout
25 his employment, EMPLOYER failed to provide paycheck stubs to Plaintiff which complied
26 with California law.

27 21. To date, Plaintiff has not been paid his final paycheck in violation of California
28 Labor Code §201 and in breach of the specific terms of the Employment Agreement.

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1 22. In addition to the foregoing, Plaintiff is owed damages, Labor Code penalties,
2 and/or restitution for:

- 3 a. Misclassification of his employment as an independent contractor;
4 b. Penalties under the Labor Code for unpaid wages; and
5 c. Waiting time penalties for every day that Plaintiff's wages are late, up to 30
6 days (*Labor Code* Sections 201 and 203).

7 23. Each of the Principals is individually liable for payment of Plaintiff's unpaid
8 wages under *Labor Code* Section 558.1(a), which provides:

9 "Any EMPLOYER or other person acting on behalf of an EMPLOYER,
10 who violates, or causes to be violated, any provision regulating minimum
11 wages or hours and days of work in any order of the Industrial Welfare
12 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
13 1193.6, 1194, or 2802, may be held liable as the EMPLOYER for such
14 violation."

15 24. Paragraph 11H of the Contractor Agreement provides:

16 "In any action of proceeding initiated by Company to enforce any provision
17 of this Agreement, Company shall be entitled to its' attorneys' fees and
18 costs."

19 25. Plaintiff is informed, believes, and thereon alleges that pursuant to the terms of the
20 Contractor Agreement, Plaintiff is entitled to his attorneys' fees and costs as set forth in *Civil*
21 *Code* Section 1717, which provides that:

22 "(a) In any action on a contract, where the contract specifically provides that
23 attorney's fees and costs, which are incurred to enforce that contract, shall
24 be awarded either to one of the parties or to the prevailing party, then the
25 party who is determined to be the party prevailing on the contract, whether
26 he or she is the party specified in the contract or not, shall be entitled to
27 reasonable attorney's fees in addition to other costs."

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26. In or about July, 2018, Plaintiff discovered that EMPLOYER had made material misrepresentations to the California Secretary of State, listing Plaintiff as the Chief Financial Officer (“CFO”) on the Statement of Information for Defendant CORP.

27. Plaintiff never agreed to be the CFO for Defendant CORP for any purpose, including for the listing on the Statement of Information.

28. Plaintiff is informed, believes, and thereon alleges that Defendants' intentional designation of Plaintiff as the CFO for Defendant CORP on the Statement of Information constituted a fraud, exposing Plaintiff to substantial liability to both third parties and to the State of California.

GENERAL ALLEGATIONS

29. This is a complaint by an individual for damages arising out of the outrageous, oppressive and intrusive conduct of all Defendants. Plaintiff seeks compensatory and punitive damages.

30. The true names and capacities of the Defendants sued herein as DOES 1 through 25, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein designated as a DOE proximately caused the injuries and damages to Plaintiff as hereinafter alleged.

31. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the events and happenings herein referred to, and negligently, wantonly, recklessly, tortiously and/or unlawfully proximately caused the injuries and damages thereby to Plaintiff as herein alleged.

32. At all times relevant to this action, each of the fictitiously named Defendants was an owner, employee, agent, supervisor, servant, partner, member, shareholder, officer, director, co-conspirator, and/or alter ego of Defendants, and was acting within the course and scope of such agency or employment.

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1 33. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
2 herein, Defendant CHASE METALS, LLC was a foreign limited liability company, existing
3 under the laws of the State of California, and at all relevant times was conducting business in
4 the County of Los Angeles, State of California, with its principal business location at 8383
5 Wilshire Blvd. 7th Floor, Beverly Hills, California 90211.

6 34. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
7 herein, Defendant CHASE METALS INC. was a foreign corporation, existing under the laws
8 of the State of California, and at all relevant times was conducting business in the County of
9 Los Angeles, State of California, with its principal business location at 8383 Wilshire Blvd.
10 7th Floor, Beverly Hills, California 90211.

11 35. Plaintiff is informed, believes, and thereon alleges that Defendant ASHER is
12 and/or was a resident of the County of Los Angeles, State of California.

13 36. Plaintiff is informed, believes, and thereon alleges that Defendant NORRIS is
14 and/or was a resident of the County of Los Angeles, State of California.

15 37. Plaintiff is informed, believes, and thereon alleges that Defendant BATASHVILI
16 is and/or was a resident of the County of Los Angeles, State of California.

17 38. The acts complained of herein took place in the County of Los Angeles, State of
18 California.

19 39. The contracts which are the subject matter of this Complaint were entered into
20 and were to be performed in the County of Los Angeles, State of California.

21 40. At all times herein mentioned, Plaintiff was an individual who resided in the
22 County of Los Angeles, State of California, and was and is a citizen of the State of California.

23 **FIRST CAUSE OF ACTION**

24 **BREACH OF WRITTEN CONTRACT**

25 **(By Plaintiff DANIEL ALWAY Against Defendants**

26 **CHASE METALS, LLC and DOES 1 through 25)**

27 41. The allegations of Paragraphs 1 through 40 are realleged and incorporated herein
28 by reference except where to do so would be inconsistent with pleading a cause of action for

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1 Breach of Written Contract.

2 42. There existed a written contract, the Contractor Agreement, between Plaintiff on
3 the one hand, and Defendants LLC and DOES 1 through 25 on the other hand, whereby
4 Plaintiff and Defendants each had certain rights and responsibilities as herein alleged.

5 43. Plaintiff's reasonable reliance on, belief in, and acceptance in good faith of the
6 Contractor Agreement, led him to believe that Defendants would fulfill their obligations under
7 the Employment Agreement.

8 44. Plaintiff understood and duly performed all conditions of the Contractor
9 Agreement to be performed by Plaintiff. Plaintiff has at all times been ready, willing, and able
10 to perform and has offered to perform all the conditions of the Contractor Agreement to be
11 performed by him.

12 45. Despite the representations made to Plaintiff and the reliance he placed on them,
13 Defendants failed to carry out their responsibilities under the terms of the Contractor
14 Agreement and breached the Contractor Agreement as more particularly alleged herein.

15 46. As a proximate result of the aforesaid acts of Defendants, Plaintiff is owed
16 damages.

17 47. Plaintiff has incurred additional expenses, including attorneys' fees and costs of
18 suit, in an effort to recover the amount Defendants owe, all to his damage in an amount
19 according to proof at the time of trial.

20 Wherefore, Plaintiff prays for judgment against Defendants as hereinafter set forth.

21 **SECOND CAUSE OF ACTION**

22 **BREACH OF ORAL CONTRACT**

23 **(By Plaintiff DANIEL ALWAY Against Defendants**

24 **CHASE METALS, LLC, CHASE METALS INC.,**

25 **LUCAS ASHER, SIMON BATASHVILI and DOES 1 through 25)**

26 48. The allegations of Paragraphs 1 through 47 are realleged and incorporated herein
27 by reference except where to do so would be inconsistent with pleading a cause of action for
28 Breach of Oral Contract.

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1 56. The Employment Agreement contained an implied-in-law covenant of good faith
2 and fair dealing that the parties would act with fairness and good faith toward each other and
3 that the parties would do nothing to hinder or impair the rights of each other to receive and
4 enjoy the benefits of the agreement. The covenant further required that Defendants refrain
5 from needless injury or damage toward Plaintiff.

6 57. Defendants breached this covenant of good faith and fair dealing by engaging in
7 bad faith conduct extraneous to the terms of the Employment Agreement with the intent to
8 frustrate Plaintiff's enjoyment of the benefits therefrom, without good cause or a fair and
9 honest reason. Defendants engaged in surreptitious conduct in violation of their obligations
10 and duties under the Employment Agreement by depriving Plaintiff of salary, bonuses, and
11 other employment benefits that otherwise would have gone to Plaintiff and by improperly
12 listing him as CFO.

13 58. As a proximate result of the aforesaid acts of Defendants, Plaintiff is owed
14 damages.

15 59. Plaintiff has incurred additional expenses, including attorneys' fees and costs of
16 suit, in an effort to recover the amount Defendants owe, all to his damage in an amount
17 according to proof at the time of trial.

18 60. Defendants, and each of them, committed the acts alleged herein maliciously,
19 fraudulently and oppressively, with the wrongful intention of cheating and injuring Plaintiff,
20 from an improper and evil motive amounting to malice, and in conscious disregard of
21 Plaintiff's rights. On that basis, Plaintiff seeks punitive and exemplary damages from
22 Defendants in an amount to be proven at time of trial, for their wrongful acts and as a means
23 of punishing them and by way of example to deter such behavior in the future as being
24 contrary to sound public policy.

25 Wherefore, Plaintiff prays for judgment against Defendants as hereinafter set forth.

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1 **FOURTH CAUSE OF ACTION**

2 **FRAUD**

3 **(Intentional Misrepresentation)**

4 **((By Plaintiff DANIEL ALWAY Against Defendants**

5 **CHASE METALS, LLC, CHASE METALS INC.,**

6 **LUCAS ASHER, SIMON BATASHVILI and DOES 1 through 25)**

7 61. The allegations of Paragraphs 1 through 60 are realleged and incorporated herein
8 by reference except where to do so would be inconsistent with pleading a cause of action for
9 Fraud Based on Intentional Misrepresentation.

10 62. In or about July, 2017, Defendants entered into the Employment Agreement with
11 Plaintiff, and made the specific promises and representations as more fully set forth herein.

12 63. The representations made by Defendants, and each of them, were in fact false.
13 The true facts were that EMPLOYER was severely undercapitalized, and was generally unable
14 to meet its obligations to the Company's employees and/or creditors, including Plaintiff.

15 64. When Defendants made the promises and representations to Plaintiff as alleged
16 herein, they knew them to be false, and they made these representations with the intention to
17 deceive and defraud Plaintiff and to induce him to act in reliance on these representations in
18 the manner alleged herein, or with the expectation that the Plaintiff would so act.

19 65. At the time these representations were made by Defendants, and each of them, and
20 when Plaintiff took the actions alleged herein, Plaintiff was ignorant of the falsity of
21 Defendants' representations and believed them to be true. In reliance on these representations,
22 Plaintiff was induced to and did rely on the representations in that Plaintiff acted in
23 accordance as alleged herein.

24 66. Had Plaintiff known the actual facts, he would not have entered into the
25 Employment Agreement or performed actions to his detriment as described herein. Plaintiff's
26 reliance on Defendants' representations was justified because Defendants presented
27 themselves to be a legitimate business with the financial wherewithal to perform under the
28 terms of the Employment Agreement as herein alleged.

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1 67. Plaintiff is informed, believes, and thereon alleges that Defendants'
2 representations were made for the purpose of inducing Plaintiff to enter into the Employment
3 Agreement in order for Defendants to benefit from, without limitation, Plaintiff's labor,
4 efforts, skill, talents and expertise, his connections, professional networks, good-will, and
5 other business and personal resources of Plaintiff.

6 68. Plaintiff is informed, believes, and thereon alleges that Defendants had no
7 intention of performing on their promises under the Employment Agreement, and in fact had
8 the secret intention to not abide by the terms of the Employment Agreement.

9 69. Plaintiff was unaware of Defendants' intention not to be bound by their
10 representations, and justifiably believed and relied upon them, and was thereby induced to
11 enter into the Employment Agreement, and to refrain from and not pursue other employment
12 opportunities.

13 70. Plaintiff did not suspect the fraud and deceit practiced upon him until after he had
14 entered into the Employment Agreement. Thus, Plaintiff learned of the falsity of Defendants'
15 representations within the last two years.

16 71. As a proximate result of the representations of Defendants to Plaintiff as aforesaid,
17 Plaintiff has suffered and continues to suffer substantial monetary losses, and has also suffered
18 and continues to suffer embarrassment, humiliation, and mental anguish all to his damage in
19 an amount according to proof at time of trial, together with interest thereon at the maximum
20 rate permitted by law.

21 72. Defendants, and each of them, committed the acts alleged herein maliciously,
22 fraudulently and oppressively, with the wrongful intention of cheating and injuring Plaintiff,
23 from an improper and evil motive amounting to malice, and in conscious disregard of
24 Plaintiff's rights. On that basis, Plaintiff seeks punitive and exemplary damages from
25 Defendants in an amount to be proven at time of trial, for their wrongful acts and as a means
26 of punishing them and by way of example to deter such behavior in the future as being
27 contrary to sound public policy.

28 Wherefore, Plaintiff prays for judgment against Defendants as hereinafter set forth.

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1 **FIFTH CAUSE OF ACTION**

2 **FRAUD**

3 **(Negligent Misrepresentation)**

4 **(By Plaintiff DANIEL ALWAY Against Defendants**

5 **CHASE METALS, LLC, CHASE METALS INC.,**

6 **LUCAS ASHER, SIMON BATASHVILI and DOES 1 through 25)**

7 73. The allegations of Paragraphs 1 through 72 are realleged and incorporated herein
8 by reference except where to do so would be inconsistent with pleading a cause of action for
9 Fraud Based on Negligent Misrepresentation.

10 74. In or about July, 2017, Defendants, and each of them, entered into the
11 Employment Agreement with Plaintiff, and made specific promises and representations as
12 more fully set forth herein.

13 75. The representations made by Defendants were in fact false. The true facts were
14 that EMPLOYER was severely undercapitalized, and was generally unable to meet its
15 obligations to its employees and/or creditors, including Plaintiff.

16 76. When Defendants, and each of them, made specific promises and representations
17 they had no reasonable grounds for believing them to be true.

18 77. At the time these representations were made by Defendants, and each of them, and
19 when Plaintiff took the actions alleged herein, Plaintiff was ignorant of the falsity of
20 Defendants' representations and believed them to be true. In reliance on these representations,
21 Plaintiff was induced to and did rely on the representations in that Plaintiff acted in
22 accordance as alleged herein.

23 78. Had Plaintiff known the actual facts, he would not have entered into the
24 Employment Agreement or performed actions to his detriment as described herein. Plaintiff's
25 reliance on Defendants' representations was justified because Defendants presented
26 themselves to be a legitimate business with the financial wherewithal to perform under the
27 terms of the Employment Agreement as herein alleged.

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79. Plaintiff is informed, believes, and thereon alleges that Defendants' negligent misrepresentations were made for the purpose of inducing Plaintiff to enter into the Employment Agreement in order for Defendants to benefit from, without limitation, Plaintiff's labor, efforts, skill, talents and expertise, his connections, professional networks, good-will, and other business and personal resources of Plaintiff.

80. Plaintiff is informed, believes, and thereon alleges that Defendants lacked the financial wherewithal to perform on their promises under the Employment Agreement.

81. Plaintiff was unaware of Defendants' inability to act in accordance with their negligent misrepresentations, and justifiably believed and relied upon them, and was thereby induced to enter into the Employment Agreement, and to refrain from and not pursue other employment opportunities.

82. Plaintiff did not suspect the fraud and deceit practiced upon him until after he had entered into the Employment Agreement. Thus, Plaintiff learned of the falsity of Defendants' representations within the last two years.

83. As a proximate result of the negligent misrepresentations by Defendants to Plaintiff as aforesaid, Plaintiff has suffered and continues to suffer substantial monetary losses, and has also suffered and continues to suffer embarrassment, humiliation, and mental anguish all to his damage in an amount according to proof at time of trial, together with interest thereon at the maximum rate permitted by law.

Wherefore, Plaintiff prays for judgment against Defendants as hereinafter set forth.

SIXTH CAUSE OF ACTION

CONVERSION

(By Plaintiff DANIEL ALWAY Against Defendants

CHASE METALS, LLC, CHASE METALS INC., LUCAS ASHER,

GRAHAM NORRIS, SIMON BATASHVILI and DOES 1 through 25)

84. The allegations of Paragraphs 1 through 83 are realleged and incorporated herein by reference except where to do so would be inconsistent with pleading a cause of action for Conversion.

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1 85. As more fully set forth above, Defendants, and each of them made promises to
2 Plaintiff to pay him a \$300,000 annual salary plus Incentive Compensation as follows:

- 3 a. "\$500,000 for achievement of \$50,000,000 in gross sales revenue"
4 b. "\$750,000 for achievement of \$75,000,000 in gross sales revenue"
5 c. "\$1,000,000 for achievement of \$1,000,000,000 in gross sales revenue"

6 86. Defendants failed and refused to pay these funds to Plaintiff. These funds are still
7 in the possession Defendants and are specific and identifiable.

8 87. As a proximate result of the conversion by Defendants, and each of them, Plaintiff
9 is entitled to the return of the wages and the value of the benefits converted by Defendants,
10 and each of them, in an amount according to proof at the time of trial.

11 88. Plaintiff is further entitled to compensation for the time and money expended in
12 pursuit of the converted property, including attorneys' fees pursuant to California law.

13 89. In doing the acts herein alleged, Defendants, and each of them, acted with
14 oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is
15 therefore entitled to punitive damages in an amount according to proof at the time of trial.

16 Wherefore, Plaintiff prays for judgment against Defendants as hereinafter set forth.

17 **SEVENTH CAUSE OF ACTION**

18 **ACCOUNTING**

19 **(By Plaintiff DANIEL ALWAY Against Defendants**

20 **CHASE METALS, LLC, CHASE METALS INC., LUCAS ASHER,**

21 **GRAHAM NORRIS, SIMON BATASHVILI and DOES 1 through 25)**

22 90. The allegations of Paragraphs 1 through 89 are realleged and incorporated herein
23 by reference except where to do so would be inconsistent with pleading a cause of action for
24 Accounting.

25 91. Defendants, and each of them, collected sums of money for services, sales and
26 profits which otherwise would have gone to Plaintiff. The sums of monies wrongfully
27 diverted from Plaintiff to Defendants is not presently known nor ascertainable by Plaintiff.
28 Plaintiff therefore seeks an order requiring Defendants, and each of them, to provide an

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1 accounting of all monies generated, received and earned by virtue of the wrongful diversion of
2 revenues that otherwise would have gone to Plaintiff.

3 Wherefore, Plaintiff prays for judgment against Defendants as hereinafter set forth.

4 **EIGHTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 226(a)**

6 **(By Plaintiff DANIEL ALWAY Against Defendants**

7 **CHASE METALS, LLC, CHASE METALS INC., LUCAS ASHER,**

8 **GRAHAM NORRIS, SIMON BATASHVILI and DOES 1 through 25)**

9 92. The allegations of Paragraphs 1 through 91 are realleged and incorporated herein
10 by reference except where to do so would be inconsistent with pleading a cause of action for
11 Violation of *Labor Code* Section 226(a).

12 93. California *Labor Code* § 226(a) requires an employer to provide accurate wage
13 statements to an employee. In doing the things herein alleged, Defendant EMPLOYER failed
14 to provide accurate wage statements to Plaintiff.

15 94. Plaintiff was a non-exempt employee, entitled to protections under the California
16 *Labor Code* and applicable Industrial Wage Orders. At all relevant times, EMPLOYER failed
17 to provide Plaintiff with properly itemized wage statements as required by *Labor Code* §226.

18 95. Plaintiff suffered injury as a result of Defendants' knowing and intentional failure
19 to provide him with properly itemized wage statements as required by law.

20 96. As a further and proximate result of the aforesaid acts of Defendants, Plaintiff has
21 incurred/continues to incur and is therefore entitled to recover penalties pursuant to the Labor
22 Code and necessary and reasonable attorneys' fees in order to enforce his rights and to obtain
23 benefits due him, all to his further damage in an amount according to proof.

24 97. *Labor Code* §226(e)(1) provides:

25 An employee suffering injury as a result of a knowing and intentional failure
26 by an employer to comply with subdivision (a) is entitled to recover the
27 greater of all actual damages or fifty dollars (\$50) for the initial pay period
28 in which a violation occurs and one hundred dollars (\$100) per employee for

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1 each violation in a subsequent pay period, not to exceed an aggregate
2 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs
3 and reasonable attorney's fees.

4 98. Plaintiff is entitled to the statutory maximum of \$4,000, plus an award of
5 attorney's fees and costs for the violations.

6 99. Plaintiff is informed, believes, and thereon alleges that each of the Principals is
7 individually liable for payment of Plaintiff's unpaid wages under *Labor Code* Section
8 558.1(a).

9 Wherefore, Plaintiff prays for judgment against the Defendants as hereinafter set forth.

10 **NINTH CAUSE OF ACTION**

11 **UNFAIR BUSINESS PRACTICES**

12 **[Violation of Business and Professions Code § 17200]**

13 **(By Plaintiff DANIEL ALWAY Against Defendants**

14 **CHASE METALS, LLC, CHASE METALS INC., LUCAS ASHER,**

15 **GRAHAM NORRIS, SIMON BATASHVILI and DOES 1 through 25)**

16 100. The allegations of Paragraphs 1 through 99 are realleged and incorporated herein
17 by reference except where to do so would be inconsistent with pleading a cause of action for
18 Unfair Business Practices in violation of *Business and Professions Code* § 17200.

19 101. During the period of Plaintiff's employment with Defendants, Plaintiff was a non-
20 exempt employee, entitled to protections under the California *Labor Code* and applicable
21 Industrial Wage Orders.

22 102. California law presumes an employment relationship once evidence has been
23 presented that an individual provided services for an employer. The burden then shifts to the
24 employer to prove, if it can, that the presumed employee was an independent contractor.

25 *[Narayan v. EGL, Inc. (9th Cir. 2010) 616 F3d 895, 900]*

26 103. *Labor Code* § 226.8 provides:

27 (a) It is unlawful for any person or employer to engage in any of the following
28 activities:

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1 (1) Willful misclassification of an individual as an independent contractor.

2 104. During his employment, Plaintiff was misclassified as an independent contractor,
3 was not paid for all of the hours that he worked, was not timely paid his earned wages when
4 due, and was not paid the Incentive Bonus as promised.

5 105. During the period of Plaintiff's employment with Defendants, Plaintiff was an
6 employee of Defendants, as defined by California *Labor Code* § 350(b). However,
7 EMPLOYER purposefully misclassified Plaintiff as an "Independent Contractor" because, by
8 so doing, Defendants lowered their cost of doing business by means of, but not limited to, the
9 following:

- 10 a. Defendants did not report or pay the EMPLOYER's share of federal or state
11 payroll taxes with respect to any of the funds paid to Plaintiff, as required by
12 federal and state law;
- 13 b. Defendants did not provide or pay for Workers Compensation insurance for
14 Plaintiff;
- 15 c. Defendants did not provide or pay for State Disability insurance for Plaintiff;
16 and
- 17 d. Defendants did not provide or pay for benefits to Plaintiff that other of
18 Defendants' employees received.

19 106. Defendants are strictly liable for engaging in unfair competition in violation of
20 *Business and Professions Code* §17200, et seq.

21 107. Defendants' conduct constitutes unfair competition pursuant to *Business and*
22 *Professions Code* §17200, et seq. The violations by EMPLOYER, as more particularly set
23 forth herein, constituted unlawful, unfair and/or fraudulent business acts or practices,
24 including, without limitation, Defendants' unlawful misclassification of Plaintiff's
25 employment, failure to pay earned wages, including without limitation Plaintiff's wages under
26 the Employment Agreement. Defendants thereby gained an unfair advantage over their
27 competitors.

28 ///

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1 108. Such business practices are fraudulent within the meaning of California *Business*
2 & *Professions Code* §17200, et seq. EMPLOYER willfully concealed the fact that Plaintiff's
3 employment rights were being violated, with the specific intent to deprive him of wages and
4 employment benefits, all to his detriment. Such business practices were also unfair to
5 EMPLOYER's competitors.

6 109. Plaintiff is entitled to restitution of all amounts unlawfully obtained by Defendants
7 as herein alleged.

8 110. Plaintiff is entitled to equitable relief, including without limitation attorneys' fees
9 under *Code of Civil Procedure* §1021.5, costs of suit, and restitution of all amounts
10 unlawfully obtained or withheld by Defendants as herein alleged.

11 111. As a direct and proximate result of the aforementioned violations of California law
12 committed by Defendants, Plaintiff has suffered, and continues to suffer, substantial losses
13 related to the loss of the EMPLOYER's share of payroll taxes, the use and enjoyment of such
14 employee benefits, and expenses and attorneys' fees in seeking to compel Defendants to fully
15 perform their obligation under state law, all to his damage in amounts according to proof at
16 time of trial, but in amounts in excess of the minimum jurisdiction of this Court. Plaintiff is
17 thus entitled to recover nominal, actual and compensatory damages in amounts according to
18 proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

19 112. *Labor Code* § 226.8 provides:

20 (b) If . . . a court issues a determination that a person or employer has
21 engaged in any of the enumerated violations of subdivision (a), the
22 person or employer shall be subject to a civil penalty of not less than
23 five thousand dollars (\$5,000) and not more than fifteen thousand
24 dollars (\$15,000) for each violation, in addition to any other penalties
25 or fines permitted by law.

26 113. Plaintiff claims such other and further damages permitted under the law in an
27 amount according to proof at time of trial.

28 Wherefore, Plaintiff prays for judgment against the Defendants as hereinafter set forth.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §201**

3 **AND FOR PENALTIES UNDER LABOR CODE §203**

4 **(By Plaintiff DANIEL ALWAY Against Defendants**

5 **CHASE METALS, LLC, CHASE METALS INC., LUCAS ASHER,**

6 **GRAHAM NORRIS, SIMON BATASHVILI and DOES 1 through 25)**

7 114. The allegations of Paragraphs 1 through 113 are realleged and incorporated herein
8 by reference except where to do so would be inconsistent with pleading a cause of action for
9 Violation of *Labor Code* §201 and for Penalties under *Labor Code* §203.

10 115. *Labor Code* Section 201 provides:

11 (a) If an employer discharges an employee, the wages earned and
12 unpaid at the time of discharge are due and payable immediately.

13 116. In doing the things herein alleged, EMPLOYER violated *Labor Code* §201 when
14 Defendants failed to pay Plaintiff's wages at the time of the Termination.

15 117. As a proximate result of the aforesaid acts of Defendants, Plaintiff has
16 incurred/continues to incur and is therefore entitled to recover:

- 17 a. Unpaid wages;
- 18 b. Waiting penalties pursuant to *Labor Code* Section 203;
- 19 c. Penalties and damages permitted by the Labor Code;
- 20 d. Interest under the Labor Code;
- 21 e. Necessary and reasonable attorneys' fees in order to enforce his rights and to
22 obtain benefits due him, all to his further damage in an amount according to
23 proof; and
- 24 f. All other damages allowed by law.

25 118. EMPLOYER's failure to pay Plaintiff's wages due and owing Plaintiff was willful
26 because EMPLOYER has failed to pay any portion of the amount due and owing to Plaintiff,
27 despite EMPLOYER's knowledge of the illegality of failing to pay Plaintiff's wages, and has
28 intentionally failed and refused to make payment as required by law.

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1 119. Pursuant to *Labor Code* §203, Plaintiff is entitled to wages at his same rate of pay
2 until paid or until suit is filed, for a period of up to 30 days.

3 Wherefore, Plaintiff prays for judgment against the Defendants as hereinafter set forth.


4 **PRAYER**

5 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 6 1. For compensatory damages including losses arising from mental and emotional
7 distress and other special and general damages on all Causes of Action in an
8 amount in excess of \$500,000.00 and according to proof at trial;
9 2. For unpaid wages in an amount in excess of \$500,000.00 according to proof;
10 3. For a full accounting;
11 4. For attorneys' fees and costs, in an amount in excess of \$300,000.00 as allowed by
12 law;
13 5. For penalties and wages under the *Labor Code* in an amount in excess of
14 \$150,000.00;
15 6. For prejudgment interest on all amounts claimed, as allowed by law;
16 7. For an award of punitive damages in an amount in excess of \$500,000.00;
17 8. Restitution of unpaid monies pursuant to *Business & Professions Code* §17203;
18 and
19 9. For such other and further relief as the Court deems just and proper.

20
21 DATED: August 30, 2018

FRAIGUN LAW GROUP

22
23 
24 MARINA KATS FRAIGUN
Attorneys for Plaintiff
25 DANIEL ALWAY
26
27
28

09/04/2018

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MARINA KATS FRAIGUN, SBN 192563 FRAIGUN LAW GROUP 15250 Ventura Boulevard, Penthouse 1220 Sherman Oaks, CA 91403 TELEPHONE NO.: (818) 981-1800 FAX NO.: ATTORNEY FOR (Name): Plaintiff DANIEL ALWAY	FOR COURT USE ONLY <div style="font-size: 24pt; font-weight: bold;">FILED</div> Superior Court of California County of Los Angeles <div style="font-size: 24pt; font-weight: bold;">AUG 31 2018</div> Sherri R. Carter, Executive Officer/Clerk of Court By <u>Kristina Vargas</u> Deputy Kristina Vargas
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District	
CASE NAME: Alway v. Chase Metals	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: <div style="font-size: 24pt; font-weight: bold;">BC 720250</div>	
JUDGE: DEPT:	

Items 1–5 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Type of remedies sought (check all that apply):

- a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): **Ten (10)**


5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **August 30, 2018**

MARINA KATS FRAIGUN

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES

CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7-10

HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.

6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 8383 Wilshire Blvd. 7th Floor
CITY: Beverly Hills	STATE: CA	ZIP CODE: 90211

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: August 30, 2018



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

09/04/2018